

CAROLYN A. DYE (SBN 97527)
3435 Wilshire Blvd.
Suite 990
Los Angeles, CA 90010
Telephone: 213/368-5000
Facsimile: 213/368-5009
Email: trustee@cadye.com

Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re	) Case No. 2:19-bk-14146-BB
	) [Chapter 7]
REBECCA PRIMICIAS PRUDENCIO,	) [Converted From Chapter 11]
)
Debtor.	) TRUSTEE'S APPLICATION TO EMPLOY
	) REAL ESTATE BROKER FOR THE
	) ESTATE'S REAL PROPERTY [1811 E.
	) Center Street, Anaheim, CA
	) 92805]; DECLARATIONS AND
	) EXHIBITS IN SUPPORT THEREOF
)
	) [No Hearing Unless Requested;
	) Local Bankruptcy Rule 2014-1]

Carolyn A. Dye, Chapter 7 Trustee ("Trustee") for the
estate of Rebecca Primicias Prudencio respectfully represents:

1. Rebecca Primicias Prudencio ("Debtor") filed for relief
under Chapter 11 of the United States Bankruptcy Code on April
11, 2019. The case was converted to a Chapter 7 on Motion of the
U.S. Trustee's Office by Order entered May 31, 2019, Docket No.
50.

2. Carolyn A. Dye was appointed Chapter 7 Trustee on or
about June 10, 2019, and accepted such appointment thereafter.

1 3. The Debtors' estate includes an interest in certain
2 real property commonly described as 1811 E. Center Street,
3 Anaheim, CA 92805 (the "Property").

4 4. It is essential to the effective administration of this
5 estate that the Property be sold and the interest of this estate
6 be realized from the net sale proceeds thereof for the benefit
7 of the creditors herein.

8 5. Trustee requires the professional assistance and
9 representation of a real estate broker for the following
10 purposes:

11 (a) To order, analyze and prepare all documentation
12 necessary to place the Property in a proper position to be listed
13 and advertised for sale;

14 (b) To "list" the Property according to the most
15 propitious listing services available, holding and conducting
16 such inspections of the Property as are necessary to accommodate
17 reasonable inquires to purchase, and to solicit reasonable offers
18 for purchase;

19 (c) To convey all reasonable offers to purchase to
20 Trustee, and subject to Trustee's approval, to negotiate and
21 confirm acceptance of the best offer; and

22 (d) To cause to be prepared on behalf of Trustee
23 and submitted to escrow, any and all documents requiring the
24 endorsement of Trustee or as may be otherwise necessary to
25 consummate a sale of the Property.

26 6. For all the foregoing and all other necessary and
27 proper purposes, Trustee desires to retain the real estate
28 brokerage services of MVP Commercial Investment Real Estate in

1 association with Keller Williams Silicon Beach Commercial
2 (collectively, "MVP"), through its agents Derrick Vartanian
3 ("Vartanian") and Jonathan Agustin Prakash ("Prakash"), 13274
4 Fiji Way, Suite 100, Marina Del Rey, California 90292
5 (collectively, "Broker"), for the express purpose of marketing
6 the estate's interest in the Property.

7 7. The reason for the selection of the professionals named
8 above is as follows:

9 (a) Trustee believes that Broker is well qualified to
10 render the foregoing real estate brokerage services because of
11 Broker's marketing network and extensive experience and success
12 in the marketing and sale of similar properties. Copies of
13 Vartanian's and Prakash's resumes are attached hereto as Exhibits
14 A and B, respectively, and are incorporated herein by this
15 reference; and

16 (b) Broker is well established in the area in which
17 the Property is situated, and has considerable expertise in the
18 promotion and sale of real properties of like kind.

19 8. To the best of Trustee's knowledge and based on the
20 Declarations of Vartanian and Prakash included herewith and the
21 Statements of Disinterestedness for Employment of Professional
22 Person under Bankruptcy Code 2014 attached hereto as Exhibits C
23 (Vartanian) and D (Prakash) which are incorporated herein by this
24 reference, neither Broker, nor any of its associates or
25 employees, represent any interest adverse to that of Trustee or
26 of the estate in the matters on which it is to be retained, and
27 its principals, licensees, agents, associates and employees are

28 ///

1 disinterested persons under Section 101(14) of the Bankruptcy
2 Code.

3 9. Trustee desires to employ Broker with reasonable fees
4 to be paid on a commission basis, subject to determination by the
5 Court, with such commission not to exceed six percent (6%) of the
6 gross selling price of the Property.

7 10. The proposed listing agreement for the Property,
8 including Trustee's Addendum thereto, is attached hereto as
9 Exhibit E and incorporated herein by this reference. Trustee's
10 addendum affirms that no compensation will be paid except upon
11 application to and approval by the Court of the terms and
12 conditions of the sale of the Property after notice to all
13 creditors, which then shall be paid out of escrow at closing
14 without further order of the Court.

15 11. Subject to the Court's approval of this Application,
16 Broker will have the exclusive right to list the Property for
17 sale for a 180-day period beginning June 17, 2019, upon entry of
18 the Order approving this Application, unless otherwise extended.

19 12. The employment would be in the best interest of this
20 estate.

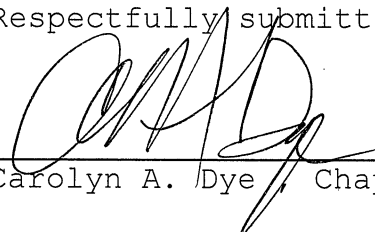
21 13. Notice of the Application as required by Local Bank-
22 ruptcy Rule 2014-1(b)(2)(A), has been provided to interested
23 parties. A true and correct copy of such Notice is attached
24 hereto as Exhibit F and incorporated herein by this reference.

25 WHEREFORE, Trustee requests that the Court approve Trustee's
26 employment of Broker as her real estate broker to render services
27 as described herein under an exclusive listing agreement for a
28 period of 180 days commencing on June 17, 2019, and ending 180

1 days thereafter unless otherwise extended; and to grant Trustee
2 authority to list the Property with Broker so that a purchaser
3 may be obtained and the Property may be sold subject to approval
4 by the Court of the terms and conditions of its sale following
5 notice to all creditors of Trustee's Motion to Sell; and for
6 payment of such compensation of Broker as the Court may then
7 determine and allow; and, upon entry of an order approving
8 Trustee's Motion to Sell the Property for such commission to be
9 paid out of escrow upon consummation of the sale of the Property
10 without further order of the Court.

11 Respectfully submitted,

12
13 Dated: June 21, 2019

14 
Carolyn A. Dye, Chapter 7 Trustee

DECLARATION OF DERRICK VARTANIAN

I, Derrick Vartanian, declare:

1. I am a California real estate licensee, License Number 0186119, and a sales representative of MVP Commercial Investment Real Estate in association with Keller Williams Silicon Beach Commercial (collectively, "MVP"), 13274 Fiji Way, Suite 100, Marina Del Rey, CA 90292; Telephone (310) 301-2353.

2. The following is based upon my own personal knowledge and, if called upon, I could and would competently testify thereto.

3. This Declaration is submitted in support of the Application to Employ the broker team of Derrick Vartanian and Jonathan Agustin Prakash, of MVP (the "Application") submitted by Carolyn A. Dye, Chapter 7 Trustee ("Trustee") for the estate of Rebecca Primicias Prudencio, in connection with the sale of the estate's interest in the Debtor's real property commonly described as 1811 E. Center Street, Anaheim, CA 92805, Assessor's Parcel Number 035-281-45 (the "Property"). I am familiar with the Property and believe that I am well qualified to represent the Trustee in the marketing and sale of same.

4. MVP has prepared a listing agreement for the Property and estimated an appropriate sales price. However, while MVP has gained access for a brief interior walk through, it has not seen any rent roll history and the proposed listing price is subject to adjustment upon such inspection. (A copy of the listing agreements are attached to the Application as Exhibit E and incorporated herein by this reference.)

5. MVP and the representatives, agents who will handle

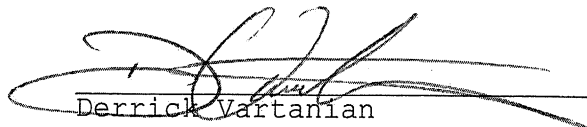
1 | this matter are professionals within MVP's marketing network,
2 | with experience in the marketing and sale of real properties
3 | of similar kind and condition as that of the Property. (A copy
4 | of my resume is attached to the Application as Exhibit A and
5 | incorporated herein by this reference.)

6 | 6. As is more particularly set forth in the Statement of
7 | Disinterestedness For Employment of Professional Person Under
8 | Bankruptcy Rule 2014 attached to the Application as Exhibit C
9 | and incorporated herein by this reference, neither I, MVP nor any
10 | of its principals, representatives, agents, associates or
11 | employees represent any interest adverse to that of the Trustee
12 | or the estate in the matters on which it is to be retained, and
13 | MVP, its principals, representatives, agents, associates and
14 | employees are disinterested persons under Section 101(14) of the
15 | Bankruptcy Code.

16 | 7. Subject to the terms, conditions and approvals provided
17 | in the Application, MVP desires to be employed and enter into the
18 | proposed listing agreement to render for and on behalf of Trustee
19 | the real estate brokerage services described therein.

20 | I declare under penalty of perjury under the laws of the
21 | United States of America that the above is true and correct.

22 | Executed this 18th day of June 2019, at Marina Del Rey,
23 | California.

24 | 
25 | _____
26 | Derrick Vartanian

DECLARATION OF JONATHAN AGUSTIN PRAKASH

I, Jonathan Agustin Prakash, declare:

1. I am a California real estate licensee, License Number 01483131, and a sales representative of MVP Commercial Investment Real Estate in association with Keller Williams Silicon Beach Commercial (collectively, "MVP"), 13274 Fiji Way, Suite 100, Marina Del Rey, CA 90292; Telephone (310) 301-2353.

2. The following is based upon my own personal knowledge and, if called upon, I could and would competently testify thereto.

3. This Declaration is submitted in support of the Application to Employ the broker team of Derrick Vartanian and Jonathan Agustin Prakash, of MVP (the "Application") submitted by Carolyn A. Dye, Chapter 7 Trustee ("Trustee") for the estate of Rebecca Primicias Prudencio, in connection with the sale of the estate's interest in the Debtor's real property commonly described as 1811 E. Center Street, Anaheim, CA 92805, Assessor's Parcel Number 035-281-45 (the "Property"). I am familiar with the Property and believe that I am well qualified to represent the Trustee in the marketing and sale of same.

4. MVP has prepared a listing agreement for the Property and estimated an appropriate sales price. However, while MVP has gained access for a brief interior walk through, it has not seen any rent roll history and the proposed listing price is subject to adjustment upon such inspection. (A copy of the listing agreements are attached to the Application as Exhibit E and incorporated herein by this reference.)

5. MVP and the representatives, agents who will handle

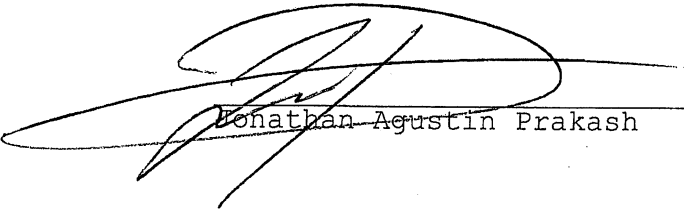
1 this matter are professionals within MVP's marketing network,
2 with experience in the marketing and sale of real properties
3 of similar kind and condition as that of the Property. (A copy
4 of my resume is attached to the Application as Exhibit B and
5 incorporated herein by this reference.)

6 6. As is more particularly set forth in the Statement of
7 Disinterestedness For Employment of Professional Person Under
8 Bankruptcy Rule 2014 attached to the Application as Exhibit D
9 and incorporated herein by this reference, neither I, MVP nor any
10 of its principals, representatives, agents, associates or
11 employees represent any interest adverse to that of the Trustee
12 or the estate in the matters on which it is to be retained, and
13 MVP, its principals, representatives, agents, associates and
14 employees are disinterested persons under Section 101(14) of the
15 Bankruptcy Code.

16 7. Subject to the terms, conditions and approvals provided
17 in the Application, MVP desires to be employed and enter into the
18 proposed listing agreement to render for and on behalf of Trustee
19 the real estate brokerage services described therein.

20 I declare under penalty of perjury under the laws of the
21 United States of America that the above is true and correct.

22 Executed this 18th day of June 2019, at Marina Del Rey,
23 California.

24
25
26 
Jonathan Agustin Prakash
27
28

DECLARATION OF CAROLYN A. DYE

I, Carolyn A. Dye, declare:

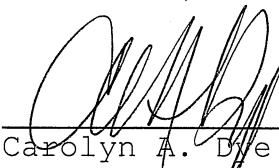
1. I am an attorney and the duly appointed, qualified and acting Chapter 7 Trustee for the Debtors herein, Rebecca Primicias Prudencio ("Debtor"), by virtue of my appointment on June 10, 2019, and my acceptance of such appointment thereafter.

2. Except for those matters set forth herein on information and belief, I have personal knowledge of the matters set forth herein and, if called upon as a witness, I could and would testify competently thereto.

3. In my best judgment in my capacity as Chapter 7 Trustee, and for all the reasons set forth in the accompanying Application which are incorporated herein by this reference, I believe the employment of MVP Commercial Investment Real Estate in association with Keller Williams Silicon Beach Commercial, through its agents, Derrick Vartanian and Jonathan Agustin Prakash, is in the best interest of the estate and its creditors and a business justification exists for marketing and selling the Debtors' real property commonly described as 1811 E. Center Street, Anaheim, CA 92805, Assessor's Parcel Number 035-281-45 and respectfully request that the Court enter an Order approving the foregoing Application.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 21st day of June 2019, at Los Angeles, California.



Carolyn A. Dye

EXHIBIT A

00011



DERRICK VARTANIAN
Executive Managing Director, Partner

Derrick's superior level of understanding and knowledge of the commercial real estate market has helped him continually provide his clients with the highest level of service. Derrick specializes in the acquisitions, dispositions and exchanges of investment properties throughout the Los Angeles County.

Derrick started his real estate career with J.V.C. & Associates, L.L.C. where he focused on the development and management of residential and commercial properties. After his successful career at J.V.C. & Associates, Derrick joined RE/MAX Commercial as a multifamily agent and quickly became a top producing agent in the office.

After his successful career at RE/MAX, In 2008, Derrick was responsible for moving his team to start the Commercial Division of KW Commercial Santa Monica where his team, MVP Commercial, quickly grew to one of the top producing teams within KW Commercial International. A graduate of the University of Southern California, Derrick received his degree from the Marshall School of Business in Business Administration with a double emphasis in Real Estate Finance and Development. In his free time, Derrick enjoys being outdoors, snowboarding, and travel.

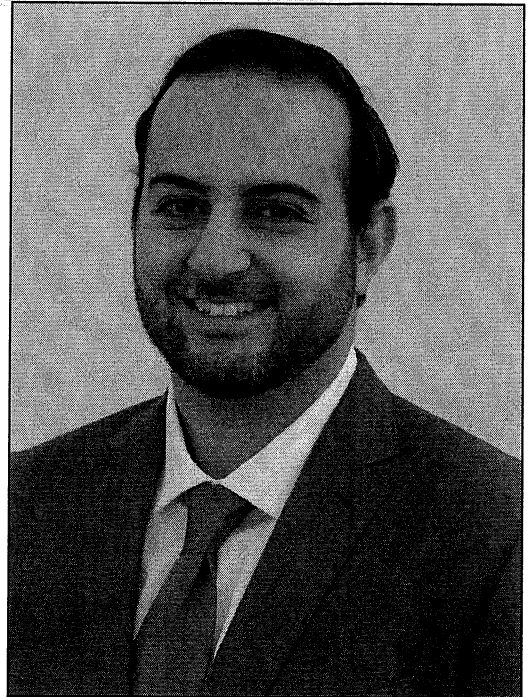


EXHIBIT B

00013



JONATHAN AGUSTIN PRAKASH

Executive Managing Director, Partner

Jonathan specializes in the acquisition and disposition of investment properties in Los Angeles County. Regarded as a Multifamily Investment and Development Specialist, Jonathan uses his knowledge and expertise to analyze real time market information to help his clients make educated decisions in the commercial real estate market. In addition to cleverly identifying investment opportunities, he provides his clients with the highest level of services with honesty and integrity. Some of these services include strategies to cut operation expenses, cost benefit analyses, broker pricing opinions, rent surveys and IRR calculations.

Jonathan graduated from the University of California, Los Angeles with a Bachelor of Sciences in Economics and Minor in Accounting in 2007. His background in Finance has garnered him a keen ability to analyze both market trends in the economy and in the real estate market. Through diligent direct and online marketing, Jonathan is able to procure offers with the best price and terms in order to maximize his clients net proceeds.

Jonathan possesses an innate ability to navigate complex transactions while optimizing value for both owners and investors. He attributes his continued success to his strong work ethic and his dedication to the development of existing and growing business relationships.



EXHIBIT C

00015

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address CAROLYN A. DYE (SBN 97527) 3435 Wilshire Blvd. Suite 990 Los Angeles, CA 90010 Telephone: 213/368-5000 Facsimile: 213/368-5009 Email: trustee@cadye.com Chapter 7 Trustee Attorney for:	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION	
In re: REBECCA PRIMICIAS PRUDENCIO, Debtor(s).	CASE NO.: 2:19-bk-14146-BB CHAPTER: 7
	STATEMENT OF DISINTERESTEDNESS FOR EMPLOYMENT OF PROFESSIONAL PERSON UNDER FRBP 2014 (File with Application for Employment)
	[No Hearing Required]

1. Name, address and telephone number of the professional (Professional) submitting this Statement:
Derrick Vartanian
MVP Commercial Investment Real Estate in association with Keller Williams Silicon Beach Commercial
13274 Fiji Way, Suite 100, Marina Del Rey, California 90292
Telephone: (310) 301-2353 Email:
2. The services to be rendered by the Professional in this case are (*specify*):

Real estate brokerage services.
3. The terms and source of the proposed compensation and reimbursement of the Professional are (*specify*):
Proceeds from the sale of the estate's interest in the real property commonly described as 1811 E. Center Street,
Anaheim, CA 92805.

This form is optional. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

4. The nature and terms of retainer (i.e., nonrefundable versus an advance against fees) held by the Professional are *(specify)*:

No retainer is requested.

5. The investigation of disinterestedness made by the Professional prior to submitting this Statement consisted of *(specify)*:

Conflict check run on existing and prior clients and their principals, as applicable.

6. The following is a complete description of all of the Professional's connections with the Debtor, principals of the Debtor, insiders, the Debtor's creditors, any other party or parties in interest, and their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee *(specify, attaching extra pages as necessary)*:

N/A

7. The Professional is not a creditor, an equity security holder or an insider of the Debtor, except as follows *(specify, attaching extra pages as necessary)*:

N/A

8. The Professional is not and was not, within 2 years before the date of the filing of the petition, a director, officer or employee of the Debtor.

9. The Professional does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason, except as follows *(specify, attaching extra pages as necessary)*:

N/A

10. Name, address and telephone number of the person signing this Statement on behalf of the Professional and the relationship of such person to the Professional *(specify)*:

Derrick Vartanian of MVP Commercial Investment Real Estate in association with Keller Williams Silicon Beach Commercial. (See No. 1 for Address / Telephone.)

11. The Professional is not a relative or employee of the United States trustee or a bankruptcy judge, except as follows
(specify, attaching extra pages as necessary):

N/A

12. Total number of attached pages of supporting documentation: N/A

13. After conducting or supervising the investigation described in paragraph 5 above, I declare under penalty of perjury under the laws of the United States, that the foregoing is true and correct except that I declare that paragraphs 6 through 9 are stated on information and belief.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

6/18/19
Date

Derrick Vartanian
Printed Name


Signature

EXHIBIT D

00019

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address CAROLYN A. DYE (SBN 97527) 3435 Wilshire Blvd. Suite 990 Los Angeles, CA 90010 Telephone: 213/368-5000 Facsimile: 213/368-5009 Email: trustee@cadye.com Chapter 7 Trustee <i>Attorney for:</i>	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION	
In re: REBECCA PRIMICIAS PRUDENCIO, Debtor(s).	CASE NO.: 2:19-bk-14146-BB CHAPTER: 7
	STATEMENT OF DISINTERESTEDNESS FOR EMPLOYMENT OF PROFESSIONAL PERSON UNDER FRBP 2014 (File with Application for Employment)
	[No Hearing Required]

1. Name, address and telephone number of the professional (Professional) submitting this Statement:
Jonathan Agustin Prakash
MVP Commercial Investment Real Estate in association with Keller Williams Silicon Beach Commercial
13274 Fiji Way, Suite 100, Marina Del Rey, California 90292
Telephone: (310) 301-2353 Email:
2. The services to be rendered by the Professional in this case are (*specify*):

Real estate brokerage services.
3. The terms and source of the proposed compensation and reimbursement of the Professional are (*specify*):
Proceeds from the sale of the estate's interest in the real property commonly described as 1811 E. Center Street,
Anaheim, CA 92805.

This form is optional. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

4. The nature and terms of retainer (i.e., nonrefundable versus an advance against fees) held by the Professional are *(specify)*:

No retainer is requested.

5. The investigation of disinterestedness made by the Professional prior to submitting this Statement consisted of *(specify)*:

Conflict check run on existing and prior clients and their principals, as applicable.

6. The following is a complete description of all of the Professional's connections with the Debtor, principals of the Debtor, insiders, the Debtor's creditors, any other party or parties in interest, and their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee *(specify, attaching extra pages as necessary)*:

N/A

7. The Professional is not a creditor, an equity security holder or an insider of the Debtor, except as follows *(specify, attaching extra pages as necessary)*:

N/A

8. The Professional is not and was not, within 2 years before the date of the filing of the petition, a director, officer or employee of the Debtor.

9. The Professional does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason, except as follows *(specify, attaching extra pages as necessary)*:

N/A

10. Name, address and telephone number of the person signing this Statement on behalf of the Professional and the relationship of such person to the Professional *(specify)*:

Jonathan Agustin Prakash of MVP Commercial Investment Real Estate in Association with Keller Williams Silicon Beach Commercial . (See No. 1 for Address / Telephone.)

11. The Professional is not a relative or employee of the United States trustee or a bankruptcy judge, except as follows
(specify, attaching extra pages as necessary):

N/A

12. Total number of attached pages of supporting documentation: N/A

13. After conducting or supervising the investigation described in paragraph 5 above, I declare under penalty of perjury under the laws of the United States, that the foregoing is true and correct except that I declare that paragraphs 6 through 9 are stated on information and belief.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

6/18/19
Date

Jonathan Agustin Prakash
Printed Name


Signature

EXHIBIT E

00023



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL AND RESIDENTIAL INCOME LISTING AGREEMENT

(C.A.R. Form CLA, Revised 6/17)

Date Prepared: June 17, 2019

1. **EXCLUSIVE AUTHORIZATION:** Carolyn A. Dye A/E PRUDENCE - 2:19-14146 ("Owner")
hereby employs and grants Keller Williams Silicon Beach Commercial ("Broker")
beginning (date) June 17, 2019 and ending at 11:59 P.M. on (date) December 17, 2019 ("Listing Period")
the exclusive and irrevocable right to: ☒ SELL, ☐ LEASE, ☐ EXCHANGE, ☐ OPTION, or ☐ OTHER
the real property in the City of Anaheim, County of Orange,
California, Assessor's Parcel No.: 035-281-45, described as: 1811 E Center St
("Property").

2. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in an agreement between Owner and transferee, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded from the price.

ADDITIONAL ITEMS EXCLUDED:

ADDITIONAL ITEMS INCLUDED:

Owner intends that the above items be excluded or included in listing the Property, but understands that: (i) the Agreement between owner and transferee supersedes any intention expressed above and will ultimately determine which items are excluded and included in the transaction; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the Agreement between Owner and transferee.

3. **LISTING PRICE AND TERMS:**

A. The listing price shall be TBD - based on real estate information; price will be confirmed prior to MLS listing going live Dollars (\$ _____).

B. Additional Terms: [Signature]

4. **COMPENSATION TO BROKER:**

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).

A. Owner agrees to pay to Broker as compensation for services irrespective of agency relationship(s): ☒ 6.000 percent of the listing price (or if an agreement is entered into, of the contract price), ☐ \$ _____, OR ☐ in accordance with Broker's attached schedule of compensation; as follows:

(1) If during the Listing Period, or any extension, Broker, cooperating broker, Owner or any other person procures a ready, willing, and able Transferee(s) whose offer on the Property on any price and terms is accepted by Owner, provided the Transferee completes the transaction or is prevented from doing so by Owner. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)

(2) If within 180 calendar days after the end of the Listing Period or any extension, Owner enters into a contract to sell, lease, exchange, option, convey or otherwise transfer the Property to anyone ("Prospective Transferee") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period, or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Owner a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Owner, however, shall have no obligation to Broker under this paragraph 4A(2) unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Owner a written notice of the names of such Prospective Transferees.

(3) If, without Broker's prior written consent, the Property is withdrawn from sale, lease, exchange, option or other, as specified in paragraph 1, or is sold, conveyed, leased, rented, exchanged, optioned or otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension thereof.

B. If completion of the transaction is prevented by a party to the transaction other than Owner, then compensation due under paragraph 4A shall be payable only if and when Owner collects damages by suit, arbitration, settlement, or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.

C. In addition, Owner agrees to pay Broker: _____

D. (1) Broker is authorized to cooperate and compensate brokers participating through the multiple listing service(s) ("MLS"): (i) by offering MLS brokers either: ☒ 3.000 percent of the purchase price, or ☐ \$ _____; OR (ii) (if checked) ☐ as per Broker's policy.

(2) Broker is authorized to cooperate and compensate brokers operating outside the MLS as per Broker's policy.

E. Owner hereby irrevocably assigns to Broker the above compensation from Owner's funds and proceeds in escrow. Broker may submit this Listing Agreement, as instructions to compensate Broker pursuant to paragraph 4A, to any escrow regarding the Property involving Owner and a buyer, transferee or Prospective Transferee.

F. (1) Owner represents that Owner has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: _____

(2) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following Prospective Transferees: _____

(3) If the Property is transferred to anyone listed above during the time Owner is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Listing Agreement; and (ii) Broker is not obligated to represent Owner in such transaction.

Owner's Initials

[Signature]



5. MULTIPLE LISTING SERVICE:

- A. Broker is a participant/subscriber to CLAW Multiple Listing Service (MLS) and possibly others. Unless otherwise instructed in writing the Property will be listed with the MLS(s) specified above. That MLS is (or if checked ☐ is not) the primary MLS for the geographic area of the Property. All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS and (ii) may be provided to the MLS even if the Property is not listed with the MLS.

BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS; PRESENTING ALL OFFERS

WHAT IS AN MLS? The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

EXPOSURE TO BUYERS THROUGH MLS: Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS.

CLOSED/PRIVATE LISTING CLUBS OR GROUPS: Closed or private listing clubs or groups are not the same as the MLS. The MLS referred to above is accessible to all eligible real estate licensees and provides broad exposure for a listed property. Private or closed listing clubs or groups of licensees may have been formed outside the MLS. Private or closed listing clubs or groups are accessible to a more limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private network - and excluding it from the MLS - is advantageous or disadvantageous to a seller, and why, should be discussed with the agent taking the Seller's listing.

NOT LISTING PROPERTY IN A LOCAL MLS: If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

OPTING OUT OF MLS: If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (a) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (b) Information about Seller's Property will not be transmitted to various real estate Internet sites that are used by the public to search for property listings; (c) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

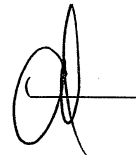
REDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

PRESENTING ALL OFFERS: Seller understands that Broker must present all offers received for Seller's Property unless Seller gives Broker written instructions to the contrary.

Owner's Initials / Broker's/Agent's Initials /

- B. MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 2 days or some other period of time after all necessary signatures have been obtained on the listing agreement. Broker will not have to submit this listing to the MLS if, within that time, Broker submits to the MLS a form signed by Seller (C.A.R. Form SELM or the local equivalent form).
- C. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Seller acknowledges that for any of the below opt-out instructions to be effective, Seller must make them on a separate instruction to Broker signed by Seller (C.A.R. Form SELI or the local equivalent form). Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:
- (1) **Property Availability:** Seller can instruct Broker to have the MLS not display the Property on the Internet.
 - (2) **Property Address:** Seller can instruct Broker to have the MLS not display the Property address on the Internet. Seller understands that the above opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.
 - (3) **Feature Opt-Outs:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below. Seller understands (i) that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
 - (a) **Comment And Reviews:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property.
 - (b) **Automated Estimate Of Value:** The ability to link to another site containing such automated estimate of value if the link is in immediate conjunction with the Property.

Owner's Initials

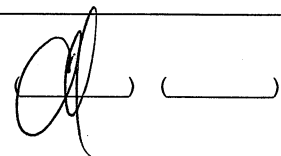



Property Address: 1811 E Center St, Anaheim, CA 92805-3401Date: June 17, 2019

6. **OWNER REPRESENTATIONS:** Owner represents that, unless otherwise specified in writing, Owner is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that affects or may affect the Property or Owner's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.
7. **BROKER'S AND OWNER'S DUTIES:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Listing Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized to order reports and disclosures as appropriate or necessary, and advertise and market the Property in any method and medium, including the Internet, selected by Broker, and, to the extent permitted by these media, including MLS, control the dissemination of the information submitted to any medium. Owner agrees to consider offers presented by Broker, and to act in good faith toward accomplishing the transfer of the Property by, among other things, making the Property available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Property. Owner agrees to provide Broker and transferee(s) all written disclosures, as required by law. Owner further agrees to immediately disclose in writing any condition known to Owner that affects the Property, including, but not limited to, any past or current generation, storage, release, threatened release, disposal, and presence and location of asbestos, PCB transformers, petroleum products, flammable explosives, underground storage tanks and other hazardous, toxic or contaminated substances or conditions in, on, or about the Property. Owner shall maintain public liability and property damage insurance on the Property during the Listing Period or any extension. Owner waives all subrogation rights under any insurance against Broker, cooperating brokers or employees. Owner is responsible for determining at what price to list and transfer the Property. Owner further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Owner, or from any material facts that Owner knows but fails to disclose including dangerous or hidden conditions on the Property. ☐ (If checked) The attached property disclosure is part of this Listing Agreement and may be provided to Prospective Transferees.
8. **DEPOSIT:** Broker is authorized to accept and hold on Owner's behalf any deposits to be applied toward the contract price.
9. **AGENCY RELATIONSHIPS:**
- A. **Disclosure:** Owner acknowledges receipt of (C.A.R. Form AD) "Disclosure Regarding Real Estate Agency Relationship" form which is required to be provided to Owner prior to entering into this Listing Agreement.
- B. **Owner Representation:** Broker shall represent Owner in any resulting transaction, except as specified in paragraph 4F.
- C. **Possible Dual Agency With Buyer:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Owner and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Owner any election to act as a dual agent representing both Owner and Buyer. If a Buyer is procured directly by Broker or an associate licensee in Broker's firm, Owner hereby consents to Broker acting as a dual agent for Owner and such Buyer. In the event of an exchange, Owner hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Owner understands and agrees that: (i) Broker, without the prior written consent of Owner, will not disclose to Buyer that Owner is willing to transfer the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Owner that Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
- D. **Other Owners:** Owner understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or acquire through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's representation of owners and buyers of other properties before, during, and after the end of this Listing Agreement.
- E. **Confirmation:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Owner's execution of an agreement to sell.
10. **SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property or person, whether attributable to use of a key safe/lockbox, a showing of the Property, or otherwise. Third parties, including but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of the interior of the Property. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner.
11. **KEYSAFE/LOCKBOX:** A key safe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors and accompanying prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism, or damage attributed to the use of a key safe/lockbox. Owner does (or if checked ☐ does not) authorize Broker to install a key safe/lockbox. If Owner does not occupy the Property, Owner shall be responsible for obtaining occupant(s)' written permission for use of a key safe/lockbox.
12. **SIGN:** Owner authorizes Broker to install a FOR SALE/SOLD/LEASE sign on the Property unless otherwise indicated in writing.
13. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state, and local anti-discrimination laws.
14. **ATTORNEY'S FEES:** In any action, proceeding, or arbitration between Owner and Broker regarding the obligation to pay compensation under this Listing Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney's fees and costs, except as provided in paragraph 18A.
15. **ADDITIONAL TERMS:** ☐ REOL ☐ SSIA Listing agent #2: Jonathan Prakash, BRE# 01483131, office (310) 301-2351, Cell (310) 951-6566, email: jonathan@mvpcre.com employed by Keller Williams Silicon Beach Commercial

Subject to and as Modified by Addendum to Commercial and Residential Income Listing Agreement executed concurrently herewith.

Owner's Initials



CLA REVISED 6/17 (PAGE 3 OF 4)

COMMERCIAL AND RESIDENTIAL INCOME LISTING AGREEMENT (CLA PAGE 3 OF 4)

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1811 E Center St



00026

Property Address: 1811 E Center St, Anaheim, CA 92805-3401Date: June 17, 2019

- 16. MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Listing Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Listing Agreement, in writing, within 5 days after its execution.
- 17. SUCCESSORS AND ASSIGNS:** This Listing Agreement shall be binding upon Owner and Owner's successors and assigns.
- 18. DISPUTE RESOLUTION:**
- A. MEDIATION:** Owner and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **Exclusions from this mediation agreement are specified in paragraph 18B.**
- B. ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.
- C. ADVISORY:** If Owner and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB)
- 19. ENTIRE CONTRACT:** All prior discussions, negotiations, and agreements between the parties concerning the subject matter of this Listing Agreement are superseded by this Listing Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Listing Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterparts.
- 20. OWNERSHIP, TITLE AND AUTHORITY:** Owner warrants that: (i) Owner is the owner of the Property; (ii) no other persons or entities have title to the Property, and (iii) Owner has the authority to both execute this Listing Agreement and transfer the Property.
- Exceptions to ownership, title and authority are as follows: _____

By signing below, Owner acknowledges that Owner has read, understands, received a copy of and agrees to the terms of this Listing Agreement and any attached schedule of compensation.

Date June 17, 2019 ATF Rebecca Primitas Prudencia Los Angeles

Owner Carolyn A. Dye

By _____ Title Chief Trustee

Address 3435 Wilshire Blvd Ste 990 City Los Angeles State CA Zip 90010-1998

Telephone (213)368-5000 Fax (213)368-5009 E-mail cdye@cadye.com

Date _____ at _____

Owner _____

By _____ Title _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Date _____ at _____

Owner _____

By _____ Title _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Date _____ at _____

Owner _____

By _____ Title _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Firm) Keller Williams Silicon Beach Commercial DRE Lic. # 02004120

By (Agent) Derrick Vartanian/Jonathan Prakash DRE Lic. # 01816119 Date _____

Address 13274 Fiji Way Ste 100 City Marina del Rey State CA Zip 90292-4839

Telephone (310)301-2353 Fax (310)356-3646 E-mail derrick@mvpcre.com

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COMMERCIAL AND RESIDENTIAL INCOME LISTING AGREEMENT (CLA PAGE 4 OF 4)

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1811 E Center St



00027

**POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER
OR SELLER - DISCLOSURE AND CONSENT**

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller Carolyn A. Dye Date 6/21/19
Seller _____ Date _____

Buyer _____ Date _____
Buyer _____ Date _____

Buyer's Brokerage Firm _____ DRE Lic # _____ Date _____
By _____ DRE Lic # _____ Date _____

Seller's Brokerage Firm Keller Williams Silicon Beach Commercial DRE Lic # 02004120 Date _____
By Derrick Vartanian/Jonathan Prakash DRE Lic # 01816119 Date _____

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PRBS REVISED 12/18 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

Keller Williams Silicon Beach, 13274 Fiji Way Marina del Rey CA 90292
Derrick Vartanian

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00028



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Main Document Page 20 of 42
DISCLOSURE REGARDING

REAL ESTATE AGENCY RELATIONSHIP

(Seller's Brokerage Firm to Seller)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☒ Seller ☐ Landlord ☐ Tenant Carelyn A. Dye Date 6/21/19

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent Keller Williams Silicon Beach Commercial DRE Lic. # 02004120
Real Estate Broker (Firm)

By _____ DRE Lic. # 01816119 Date _____
(Salesperson or Broker-Associate, if any) Derrick Vartanian/Jonathan Prakash

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AD REVISED 12/18 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

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00029

CIVIL CODE SECTIONS 2079.13-2079.24 (Page 13 of 42)
MAY 2018 EDITION (APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



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AD REVISED 12/18 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

1811 E Center St

00030

ADDENDUM TO COMMERCIAL AND RESIDENTIAL INCOME LISTING AGREEMENT

Carolyn Dye, Chapter 7 Trustee ("Trustee") of the estate of Rebecca Primicias Prudencio ("Debtor"), Case # 2:19-bk-14146-BB currently pending in the United States Bankruptcy Court for the Central District of California, Los Angeles Division, agrees to grant Derrick Vartanian and Jonathan Prakash of Keller Williams Silicon Beach Commercial the exclusive rights to negotiate a sale of the Commercial real property commonly described as 1811 E Center Street, Anaheim, CA 92805 ("Property"), upon the terms and conditions set forth in the Commercial and Residential Income Listing Agreement (the "Listing Agreement") dated June 17th, 2019, as amended by the following terms and conditions of the Addendum:

1. Addendum. This Addendum amends the Listing Agreement. Notwithstanding any contrary terms and conditions in the Listing Agreement, this Addendum shall apply.

2. Deletions of Paragraphs of Listing Agreement. The following paragraphs and subparagraphs in the Listing Agreement are deleted and shall not apply: 4A(2), 4A(3), 4B, 4E, 6, 7, 8, 14 and 18.

3. No Liability. The Trustee is listing the Property for sale with the Broker in her capacity, as the Chapter 7 Trustee of the Debtor's estate, and not in her personal capacity, and no liability or obligations shall accrue to her personally as a result of such listing.

4. Termination. The Trustee may terminate the Listing Agreement at her option and upon written notice to the Broker at any time, and no liability or obligations shall accrue to the estate or to the Trustee, either personally or in her capacity as Trustee, as a result of any such termination.

5. Abandonment. The Trustee reserves the right, in her sole discretion, to determine not to sell the Property and to abandon the Property by serving a notice of her intention to abandon the Property upon the Debtor, all creditors, the United States Trustee, and all parties in interest. In the event of any such abandonment, the Listing Agreement and this Addendum shall terminate and no liability or obligations shall accrue to the estate or to the Trustee, either personally or in her capacity as Trustee, as a result of any such abandonment and termination.

6. Conditions of Sale. The Broker agrees and understands

that any sale of the Property shall be subject to the following terms and conditions:

a. The Trustee is selling the Property in her capacity, as the Chapter 7 Trustee of the Debtor's estate, and not in her personal capacity, and no liability or obligations shall accrue to her personally as a result of any sale.

b. If for any reason, or no reason whatsoever, the Trustee is unable to deliver possession or title to the Property to any potential purchaser, the purchaser's sole remedy shall be the return of any money that the purchaser has deposited towards the purchase of the Property.

c. The Trustee is selling the Property in an "AS IS" condition or basis by quitclaim deed without any representations or warranties whatsoever, including without limitation representations or warranties as to title, oil and mineral rights, city or government agency notifications regarding work to be done, marketability of title, ownership, physical condition (including without limitation, environmental concerns or condition), compliance with California, city or federal statutes, codes, ordinances, or regulations, geological stability, zoning, suitability for improvement, and fire insurance policies to cover any improvements on the Property, nor any assurances regarding the subdividability of the Property.

d. The sale of the Property is subject to Bankruptcy Court approval after notice to the Debtor, all creditors, the United States Trustee, and other parties in interest as required by the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and Local Bankruptcy Rules.

e. The purchaser shall, at the purchaser's sole expense, acquire any and all insurance policies that the purchaser desires to cover the Property. The Trustee does not agree to acquire or transfer any insurance policies to the purchaser.

f. The purchaser is to arrange for all financing of the acquisition of the Property before the close of escrow.

g. All escrow fees shall be shared and paid on a 50/50 basis by the Trustee and the purchaser.

h. The purchaser shall, at the purchaser's sole expense, install all smoke detectors, if any, as may be required by state or local law. The Trustee is not required to deliver to the purchaser a written statement of compliance with any applicable state and local law.

i. The purchaser shall, at purchaser's sole expense, obtain and all pest control inspection repairs that purchaser deems appropriate.

j. If any local ordinance requires that the Property be brought into compliance with minimum energy conservation standards as a condition of sale or transfer, the purchaser shall comply with and pay for these requirements at purchaser's sole expense.

k. Any sale is subject to the following conditions being satisfied before the close of escrow:

(1) The Trustee must prevail with respect to any objections to the proposed sale; and

(2) The Trustee reserves the right to reject any and all offers which in her judgment are insufficient.

l. The Property is being sold subject to:

(1) All general and special taxes that are presently due, or may become due, regarding the Property, other than property taxes, which shall be prorated as of the close of escrow;

(2) The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the California Revenue and Taxation Code; and

(3) Any and all easements, restrictions, rights and conditions of record and rights of way, against, on or regarding the Property. Title, however, is to be transferred free of secured claims of record.

7. Payment of Commission. The commissions to be paid to the Broker shall only be paid from the proceeds of the sale of the Property. If a sale is not consummated for any or no reason whatsoever, the Broker shall not be entitled to commissions.

8. Entire Agreement. This Addendum and the Listing Agreement, to the extent that such Listing Agreement is not contrary to the terms and conditions herein, constitute the entire contract between the parties. All prior agreements between the parties are incorporated into this contract. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete, final and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this agreement.

9. Bankruptcy Court Jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction to resolve any and all disputes relating to this Agreement.

Dated: , 2019

Carolyn Dye
Chapter 7 Trustee

6/18
Dated: , 2019

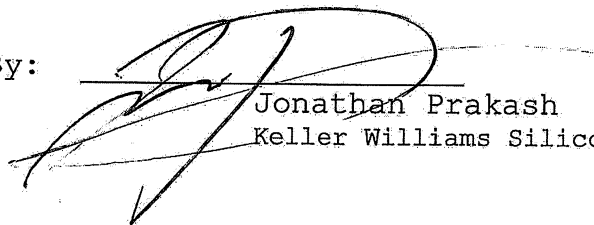
By:



Derrick Vartanian
Keller Williams Silicon Beach Commercial

6/18
Dated: , 2019

By:



Jonathan Prakash
Keller Williams Silicon Beach Commercial

CAROLYN A. DYE (SBN 97527)
3435 Wilshire Blvd.
Suite 990
Los Angeles, CA 90010
Telephone: 213/368-5000
Facsimile: 213/368-5009
Email: trustee@cadye.com

Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re	)	Case No. 2:19-bk-14146-BB
	)	[Chapter 7]
REBECCA PRIMICIAS PRUDENCIO,	)	[Converted From Chapter 11]
)	
Debtor.	)	NOTICE OF TRUSTEE'S APPLICATION
	)	TO EMPLOY REAL ESTATE BROKER
	)	FOR THE ESTATE'S REAL PROPERTY
	)	[1811 E. Center Street,
	)	Anaheim, CA 92805]
)	
	)	[No Hearing Unless Requested;
	)	Local Bankruptcy Rule 2014-1]

TO THE HONORABLE SHERI BLUEBOND, UNITED STATES BANKRUPTCY JUDGE,
THE UNITED STATES TRUSTEE, DEBTOR, ALL CREDITORS AND OTHER
PARTIES IN INTEREST:

PLEASE TAKE NOTICE that Carolyn A. Dye, Chapter 7 Trustee
("Trustee") in the above-captioned case, has filed an Application
seeking authority to employ of MVP Commercial Investment Real
Estate through its agents Derrick Vartanian ("Vartanian") and
Jonathan Agustin Prakash ("Prakash"), 13274 Fiji Way, Suite 100,
Marina Del Rey, California 90292; Telephone (310) 301-2353
(collectively, "Broker"), for the express purpose of marketing

1 the estate's interest in the Debtors' real property commonly
2 described as 1811 E. Center Street, Anaheim, CA 92805, Assessor's
3 Parcel Number 035-281-45 (the "Property").

4 The Application provides for a broker's commission of six
5 percent (6%) to be split between Broker and any buyer's broker.

6 A copy of the Trustee's Application can be obtained from:

7 Carolyn A. Dye, Esq.
8 Chapter 7 Trustee
9 3435 Wilshire Blvd.
Suite 990
Los Angeles, CA 90010

10 PLEASE TAKE FURTHER NOTICE that pursuant to Local Bankruptcy
11 Rule ("LBR") 9013-1(o), the deadline to file and serve a written
12 response and request for a hearing is fourteen (14) days after
13 the date of service of the notice of motion, plus three (3)
14 additional days if served by mail, or pursuant to F.R.Civ.P.
15 5(b)(2)(D) or (F). Any opposition or response must be filed
16 with the United States Bankruptcy Court (255 East Temple Street,
17 Room 100 (on the Terrace Level of the Edward R. Roybal Federal
18 Building and U.S. Courthouse), Los Angeles, CA 90012), and served
19 upon (i) Trustee at the address in the upper left hand corner of
20 the first page of this Notice, (ii) MVP Commercial Investment,
21 13274 Fiji Way, Suite 100, Marina Del Rey, California 90292 and
22 (iii) the Office of the United States Trustee, 915 Wilshire
23 Blvd., Suite 1850, Los Angeles, CA 90017.

24 PLEASE TAKE FURTHER NOTICE that pursuant to LBR 9013-1(h)
25 any objection not timely filed and served may be deemed by the

26 ///

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28 ///

1 Court to be consent to the relief requested and may result in the
2 Court's issuance of an order without further notice or hearing.

3
4 Dated: June 21, 2019


Carolyn A. Dye, Chapter 7 Trustee

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28 Service Date: June 21, 2019

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 3435 Wilshire Blvd., Suite 990, Los Angeles, California 90010.

A true and correct copy of the foregoing document entitled Notice of Trustee's Application to Employ Real Estate Broker for the Estate's Real Property [1811 E. Center Street, Anaheim, CA 92805] will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner indicated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On June 21, 2019, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Julian K Bach	Julian@Jbachlaw.com, julianbach@sbcglobal.net
Carolyn A Dye (TR)	trustee@cadye.com, cdye@ecf.axosfs.com;atty@cadye.com
William E Krall	Wmesq77@gmail.com, w.krall@yahoo.com
Kenneth G Lau	kenneth.g.lau@usdoj.gov
Thomas R Mulally	tom@ssmlaw.com, tom@ssmlaw.com
Valerie Smith	claims@recoverycorp.com
United States Trustee (LA)	ustpreion16.la.ecf@usdoj.gov
Jennifer C Wong	bknotice@mccarthyholthus.com, jwong@ecf.courtdrive.com

☐ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:** On June 21, 2019, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

United States Bankruptcy Court
The Honorable Sheri Bluebond
United States Bankruptcy Judge
255 East Temple Street
Suite 1534
Los Angeles, CA 90012

■ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY - N/A:** Pursuant to Fed.R.Civ.P. 5 and/or controlling LBR, on _____, 2019, I arranged for service on the following person as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: June 21, 2019


Shawn Sterrett

Label Matrix for local noticing
0973-2
Case 2:19-bk-14146-BB
Central District of California
Los Angeles
Fri Jun 21 10:14:03 PDT 2019

American Express
P.O. Box 0001
Los Angeles, CA 90096-0001

California Bank & Trust
5805 Spulveda Blvd
Van Nuys, CA 91411-2546

Chase Bank Card Services
P.O. Box 94014
Carol Stream, IL 60197-6294

County of Orange
P.O. Box 4515
Santa Ana, CA 92702-4515
Attn: Bankruptcy Unit

Franchise Tax Board
FTB Bankruptcy Section MS A-340
P.O. Box 2952
Sacramento, CA 95812-2952

Jefferson Plaza Center LLC
8558 Chalmers Drive #401
Los Angeles, CA 90035-1876

Rebecca Primicias Prudencio
1051 Sunset Bluff Rd.
Walnut, CA 91789-1270

United States Trustee (LA)
915 Wilshire Blvd, Suite 1850
Los Angeles, CA 90017-3560

William E. Krall, Jr.
Law Office of William E. Krall, Jr.
2734 Ortega Hwy Ste 200
San Juan Capistrano, CA 92675

Fidelity Mortgage Lenders Inc
c/o Spencer & Mulally
14156 Magnolia Blvd.,
Suite 200
Sherman Oaks, CA 91423-1182

American Express National Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

Capital One
P.O. Box 60599
City of Industry, CA 91716-0599

Chase Card Services
PO Box 94014
Palatine, IL 60094-4014

Fidelity Lenders Mortgage
11952 Wilshire Blvd
Los Angeles, CA 90025-6665

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

(p)LOS ANGELES COUNTY TREASURER AND TAX COLLE
ATTN BANKRUPTCY UNIT
PO BOX 54110
LOS ANGELES CA 90054-0110

Ress Financial Corporation
1780 Town and Country Drive, Suite
Norco, CA 92860-3618

Wells Fargo
1 Home Campus x2303-01A
Des Moines, IA 50328-0001

Carolyn A Dye (TR)
Law Offices of Carolyn Dye
3435 Wilshire Blvd, Suite 990
Los Angeles, CA 90010-1998

Los Angeles Division
255 East Temple Street,
Los Angeles, CA 90012-3332

Banana Republic/Synch
P.O. Box 960017
Orlando, FL 32896-0017

Capital One Bank (USA), N.A.
by American InfoSource as agent
PO Box 71083
Charlotte, NC 28272-1083

County of Orange
Attn: Treasurer-Tax Collector
P.O. Box 1438
Santa Ana, CA 92702-1438

Fidelity Mortgage Lenders, Inc.
c/o SPENCER & MULALLY (TRM)
14156 Magnolia Boulevard, Suite 200
Sherman Oaks, California 91423-1182

James R. Wooley
19388 E. Winter Sun Drive
Scottsdale, AZ 85262

Meliton Q. Prudencio
1051 Sunset Bluffs Rd
Walnut, CA 91789-1270

Sams Club / MC SynchB
P.O. Box 960013
Orlando, FL 32896-0013

Wells Fargo
1000 Blue Gerntian Rd
Eagan, MN 55121-7700

William E Krall
27345 Ortega Hwy Ste 200
San Juan Capistrano, CA 92675-6779

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

LOS ANGELES COUNTY TREASURER AND TAX COLLECT
PO BOX 54110
LOS ANGELES CA 90054-0110

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Courtesy NEF

(u) James A Wooley and Meridel K Wooley, Trust

(d) County of Orange
Attn: Treasurer-Tax Collector
P.O. Box 1438
Santa Ana, CA 92702-1438

(d) Fidelity Lenders Mortgage
11952 Wilshire Blvd
Los Angeles, CA 90025-6665

(d) Ressa Financial Corporation
1780 Town and Country Drive, Suite
Norco, CA 92860-3618

(d) Ressa Financial Corporation
1780 Town and Country Drive, Suite
Norco, CA 92860-3618

(d) Sams Club/ MC SynchB
P.O. Box 960013
Orlando, FL 32896-0013

(d) Rebecca Primicias Prudencio
1051 Sunset Bluff Rd
Walnut, CA 91789-1270

End of Label Matrix	
Mailable recipients	29
Bypassed recipients	8
Total	37

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 3435 Wilshire Blvd., Suite 990, Los Angeles, California 90010.

A true and correct copy of the foregoing document entitled Application to Employ Real Estate Broker for the Estate's Real Property [1811 E. Center Street, Anaheim, CA 92805] will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner indicated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On June 21, 2019, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Julian K Bach	Julian@Jbachlaw.com, julianbach@sbcglobal.net
Carolyn A Dye (TR)	trustee@cadye.com, cdye@ecf.axosfs.com;atty@cadye.com
William E Krall	Wmesq77@gmail.com, w.krall@yahoo.com
Kenneth G Lau	kenneth.g.lau@usdoj.gov
Thomas R Mulally	tom@ssmlaw.com, tom@ssmlaw.com
Valerie Smith	claims@recoverycorp.com
United States Trustee (LA)	ustpreion16.la.ecf@usdoj.gov
Jennifer C Wong	bknotice@mccarthyholthus.com, jwong@ecf.courtdrive.com

☐ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:** On June 21, 2019, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

United States Bankruptcy Court	Rebecca Primicias Prudencio
The Honorable Sheri Bluebond	1051 Sunset Bluff Road
United States Bankruptcy Judge	Walnut, CA 91789
255 East Temple Street	
Suite 1534	
Los Angeles, CA 90012	

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY - N/A:** Pursuant to Fed.R.Civ.P. 5 and/or controlling LBR, on _____, 2019, I arranged for service on the following person as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: June 21, 2019


Shawn Sterrett